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SECTION A- THE SCHEDULE
CONTINUATION TO SF-1449
CONTRACT NUMBER SNP400-15-R-4641
PRICES BLOCK 23

A.1 SCOPE OF CONTRACT

The American Embassy requires an Airing DV Lottery Awareness PSAs through Radio and Television all over the Nepal.

A. 2 PRICING

This is a firm fixed price contract. The contractor should provide the unit cost to complete the services specified in the Scope of Work as specified in this contract.

Details of price breakdown are as follows:

<u>Line Item</u>	<u>Description</u>	Unit Price	Quantity	Total
1	Airing an old RADIO PSA piece			
2	Airing of PSA on Television			

SECTION B
RFQ NUMBER SNP400-15-R-4641
SCHEDULE OF SUPPLIES/SERVICES,
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

B.1 Scope of Work availed

Embassy of The United States of America, Maharajung, Kathmandu, Nepal requests a proposal for the project as described below.

1. PROJECT DESCRIPTION

- Airing of Radio PSA (DV registration information) in FM radio stations for one month. Contractor should submit list of Radio and FM stations.
- Airing Public Service announcement on fraud and DV issues on Kantipur Television for one month.

REQUIREMENT

Airing an old RADIO PSA piece
Airing of PSA on Television
All required material for this job will be supplied by contractor.
Quality and best piece

PROJECT SCHEDULE

Contractor should provide proposed work schedule and time frame to Embassy during submission of proposal.

2. CONTENT OF PROPOSAL FROM CONTRACTORS:

- a. Provide costs for all the work specified in project description

3. SELECTION CRITERIA

- Contractors will be selected based upon their prior work experiences, cost estimates, availability of sufficient technical personnel to manage special project.

4. PAYMENT PROCESS

- a. Contractors will be paid after work is completed. US government will not provide advance payment.
- b. VAT shall be charged as applicable.

5. GENERAL SPECIFICATION OF WORKS:

Once contractor receives and accepts awarded contract, contractor will furnish following details within seven (7) days from issue of signed contract:

- a. Detailed of airing schedule with different radio spots.
- b. List of names of all station, which air out the piece.
- c. Details of airing schedule for TV channel and number of spots.
- d. Contractor must ensure the piece has been played or not, personally, and prepare technical specifications for different type of TV channel and radio spots.
- e. Contractor shall be responsible for removal of the piece before the given date.

6. MILESTONES

Approval of Contractor Work Plan by Consular Section Chief.

Section- C. PACKAGING AND MARKING: “Reserved”

Section -D. INSPECTION AND ACCEPTANCE

The Contracting Officer Representative (COR), or his/her authorized representatives, will inspect from time to time the services being performed to determine whether the announcement services is being performed in a satisfactory manner, and that it is of acceptable quality and standards.

The Contractor shall be responsible for any countermeasures or corrective action, within the scope of this contract, which may be required by the Contracting Officer as a result of such inspection.

D.1: Substantial Completion: Definitions

(a) "Substantial Completion" means the stage in the progress of the work as determined and certified by the Contracting Officer in writing to the Contractor, on which the work (or a portion designated by the U.S. Embassy Kathmandu) is sufficiently complete and satisfactory.

Substantial completion means that the property may be used for the purpose for which it is intended, and only minor items such as touch-up, adjustments, and minor replacements or installations remain to be completed or corrected which:

- (1) do not interfere with the intended utilization of the announcement, and
- (2) can be completed or corrected within the time period required for final completion.

(b) The "date of substantial completion" means the date determined by the Contracting Officer or authorized U.S. Embassy Kathmandu representative as of which substantial completion of the announcement has been achieved.

D.2: Use and Possession upon Substantial Completion:

The U.S. Embassy Kathmandu shall have the right to take possession of and use the announcement upon substantial completion. Upon notice by the Contractor that the announcement is substantially complete (a Request for Substantial Completion) and an inspection by the Contracting Officer or an authorized the U.S. Embassy Kathmandu representative (including any required tests), the Contracting Officer shall furnish the Contractor a Certificate of Substantial Completion. The certificate will be accompanied by a Schedule of Defects listing items of announcement remaining to be performed, completed or corrected before final completion and acceptance. Failure of the Contracting Officer to list any item of announcement services shall not relieve the Contractor of responsibility for complying with the terms of the contract. The U.S. Embassy Kathmandu's possession or use upon substantial completion shall not be deemed an acceptance of any work under the contract.

D.3. Final Completion and Acceptance: Definitions

(a) "Final completion and acceptance" means the stage in the progress of the services as determined by the Contracting Officer and confirmed in writing to the Contractor, at which all work required under the contract has been completed in a satisfactory manner, subject to the discovery of defects after final completion, and except for items specifically excluded in the notice of final acceptance.

(b) The "date of final completion and acceptance" means the date determined by the Contracting Officer when final completion of the services has been achieved, as indicated by written notice to the Contractor.

Final Inspection and Tests

The Contractor shall give the Contracting Officer at least three (3) days advance written notice of the date when the services will be fully completed and ready for final inspection and tests. Final inspection and tests will be started not later than the date specified in the notice unless the Contracting Officer determines that the services is not ready for final inspection and so informs the Contractor.

D.4. Final Acceptance

If the Contracting Officer is satisfied that the services under the contract is complete (with the exception of continuing obligations), the Contracting Officer shall issue to the Contractor a notice of final acceptance and make final payment upon:

- Satisfactory completion of all required tests,
- a final inspection that all items by the Contracting Officer listed in the Schedule of Defects have been completed or corrected and that the services is finally complete (subject to the discovery of defects after final completion), and
- submittal by the Contractor of all documents and other items required upon completion of the services, including a final request for payment (Request for Final Acceptance).

E - DELIVERIES OR PERFORMANCE

E.1. 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to:

- (a) commence services under this contract within 5 calendar days after the date the Contractor receives the notice to proceed,
- (b) prosecute the services diligently, and,
- (c) Complete the entire work ready for use within 30 days from the date as indicated in Notice to Proceed.

The time stated for completion shall include final cleanup of the premises and completion of punch list items.

E.2. 52.211-12 LIQUIDATED DAMAGES - PROJECT (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay liquidated damages to the U.S. Embassy Kathmandu in the amount of NRs. 1,000.00 for each calendar day of delay until the work is completed or accepted.

(b) If the U.S. Embassy Kathmandu terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Default clause.

E.3. CONTRACTOR'S SUBMISSION OF PROJECT SCHEDULES

(a) The time for submission of the schedules is the same date as the proposal due date.

(b) The Contractor shall revise such schedules (1) to account for the actual progress of the services, (2) to reflect approved adjustments in the performance schedule, and (3) as required by the Contracting Officer to achieve coordination with services by the U.S. Embassy Kathmandu and any separate contractors used by the U.S. Embassy Kathmandu. The Contractor shall submit a schedule, which sequences services so as to minimize disruption at the job site.

(c) All deliverables shall be in the English language and any system of dimensions (English) shown shall be consistent with that used in the contract. No extension of time shall be allowed due to delay by the U.S. Embassy Kathmandu in approving such deliverables if the Contractor has failed to act promptly and responsively in submitting its deliverables. The contractor shall identify each deliverable as required by the contract.

(d) Acceptance of Schedule: When the U.S. Embassy Kathmandu has accepted any time schedule; it shall be binding upon the Contractor. Again, the contractor must obtain the

approval of contractor for Contractor's services schedule and material submittals. The completion date is fixed and may be extended only by a written contract modification signed by the Contracting Officer. Acceptance or approval of any schedule or revision thereof by the U.S. Embassy Kathmandu shall not:

- (1) Extend the completion date or obligate the U.S. Embassy Kathmandu to do so,
- (2) Constitute acceptance or approval of any delay, or
- (3) Excuse the Contractor from or relieve the Contractor of its obligation to maintain the progress of the announcement and achieve final completion by the established completion date.

E.4. Notice Of Delay

If the Contractor receives a notice of any change in the services, or if any other conditions arise which are likely to cause or are actually causing delays which the Contractor believes may result in late completion of the project, the Contractor shall notify the Contracting Officer. The Contractor's notice shall state the effect, if any, of such change or other conditions upon the approved schedule, and shall state in what respects, if any, the relevant schedule or the completion date should be revised. The Contractor shall give such notice promptly, not more than three (3) days after the first event giving rise to the delay or prospective delay. Only the Contracting Officer may make revisions to the approved time schedule.

E.5. Notice to Proceed

(a) After receiving and accepting evidence of insurance, the Contracting Officer will provide the Contractor a Notice to Proceed. The Contractor must then prosecute the services commencing and completing performance not later than the time period established in the contract.

E.6. Deliverables

The following items shall be delivered under this contract:

<u>Description</u>	<u>Qty.</u>	<u>Delivery Date</u>	<u>Deliver to:</u>
Section G.7 Key Person's Name	1	3 days after award	COR
Section D. Request for Substantial Completion	1	3 days before inspection	COR
Section D. Request for final acceptance	1	2 days before inspection	COR
Section F. Payment Request	1	Upon completion	COR
Section F. Notice of Delay	1	Within 3 days after event	COR
Radio Spot in WAV format	1	Upon completion	COR

Section F - ADMINISTRATIVE DATA

F. 1. 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is Consular Officer.

F.2. PAYMENT:

The Contractor's attention is directed to Section H, 52.232-5, "Payments Under Fixed-Price Construction Contracts". The following elaborates on the information contained in that clause.

Advance payment is not authorized as per Federal Acquisition Regulation (FAR). Payment requests shall cover the value of labor and materials completed and in place, including a prorated portion of overhead and profit.

After receipt of the Contractor's request for payment, and on the basis of an inspection of the services, the Contracting Officer shall make a determination as to the amount, which is then due. If the Contracting Officer does not approve payment of the full amount applied for, less the retainage allowed by in 52.232-5, the Contracting Officer shall advise the Contractor as to the reasons.

No progress payment will be authorized.

Under the authority of 52.232-27(a), the 14 day period identified in FAR 52.232-27(a)(1)(i)(A) is hereby changed to 30 days.

The contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

Section G - SPECIAL REQUIREMENTS

G.1 DEFINITIONS:

In addition to the definitions provided in Section I, FAR 52.202-1 and DOSAR 652.202-70, the following definitions shall apply when used in connection with this contract:

- (a) Day means a calendar day unless otherwise specifically indicated.
- (b) Material means all materials, fixtures and other articles incorporated in, or which are intended to remain with, the project.
- (c) Notice to Proceed means a written notice to the Contractor from the Contracting Officer authorizing the Contractor to proceed with the work under the contract as of a date set forth in the Notice.
- (d) Other Submittals includes progress schedules, shop drawings, testing and inspection reports, and other information required by the contract to be submitted by the Contractor for information or approval by the American Embassy Kathmandu.

G.2 OWNERSHIP AND USE OF DOCUMENTS

G.2..1 OWNERSHIP AND USE OF ANNOUNCEMENT SERVICES

- (a) OWNERSHIP. All announcement copies thereof, and models, are the property of the American Embassy Kathmandu.
- (b) USE AND RETURN. The contractor shall not use or allow others to use the documents described in (a) above on other work. The Contractor shall return or account for the signed contractor set and additional copies provided to or made by the Contractor upon final completion of the work.

G.3 LABOR, HEALTH AND SAFETY LAWS AND CUSTOMS

The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.

G.4 RESPONSIBILITY OF CONTRACTOR

G.4. DAMAGE TO PERSONS OR PROPERTY

The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others.

G.5 RESPONSIBILITY FOR ANNOUNCEMENT PERFORMED

The Contractor shall be responsible for all services delivered and announcement performed until final completion and acceptance of the entire work, except for any completed unit of announcement which may have been accepted in writing under the contract.

G.6 SAFETY

G.6.1 DOSAR 652.236-70 ACCIDENT PREVENTION (APR 2004)

(a) *General.* The contractor shall provide and maintain work environments and procedures which will safeguard the public and American Embassy Kathmandu personnel, property, materials, supplies, and equipment exposed to contractor operations and activities; avoid interruptions of American Embassy operations and delays in project completion dates; and, control costs in the performance of this contract. For these purposes, the contractor shall:

(b) The COR and on-site escort reserves the right to stop the work if any unsafe contractor conditions are observed or encountered.

G.7 KEY PERSONNEL

The Contractor shall designate a key person who shall be responsible for on-site supervision of contractor's workforce all times. This key person shall be the focal point for the Contractor and shall be point of contact with the U.S. Embassy Kathmandu personnel. The key person shall have supervision as his or her sole function.

G.7.1 REMOVAL OF PERSONNEL

The Contractor shall maintain discipline at the site and at all times take all reasonable precautions to prevent any unlawful, riotous, or disorderly conduct by or among those at the site. The contractor shall ensure the preservation of peace and protection of persons and property in the neighborhood of the project. The Contracting Officer may require, in writing that the Contractor remove from the work any employee that the Contracting Officer deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the project is deemed by the Contracting Officer to be contrary to the American Embassy's interests.

G.8 AUTHORIZED INSTRUCTION TO CONTRACTOR

No person or agency other than the Contracting Officer (CO) is authorized to give instruction, orders or directions on behalf of the U.S. Embassy Kathmandu to the Contractor or his employees, unless such person or agency is authorized in writing by the CO to so act. The authority of such person or agency is strictly limited to the written authorization provided by the CO. The duty is upon the Contractor to determine the authority of such person or agency. Any questions regarding the authority of such person or agency should be directed to the CO in writing.

SECTION H : CONTRACT CLAUSES

2.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (JAN 2013)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

___ (1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

___ (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

___ (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

___ X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___ X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Aug 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

___ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

___ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) (41 U.S.C. 2313).

___ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

___ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

___ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (11) [Reserved]

___ (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

___ (ii) Alternate I (Nov 2011).

___ (iii) Alternate II (Nov 2011).

___ (13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

___ (iii) Alternate II (Mar 2004) of 52.219-7.

___ (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

___ (15)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (Oct 2001) of 52.219-9.

___ (iii) Alternate II (Oct 2001) of 52.219-9.

- (iv) Alternate III (Jul 2010) of 52.219-9.
- (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r)).
- (17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- (18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (June 2003) of 52.219-23.
- (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (21) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).
- (23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2012) (15 U.S.C. 632(a)(2)).
- (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) (15 U.S.C. 637(m)).
- (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) (15 U.S.C. 637(m)).
- (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- X (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).
- X (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- X (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- X (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).
- (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- X (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (34) 52.222-54, Employment Eligibility Verification (JUL 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- (ii) Alternate I (DEC 2007) of 52.223-16.
- X (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- (39) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).
- (40)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (Nov 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- (ii) Alternate I (Mar 2012) of 52.225-3.
- (iii) Alternate II (Mar 2012) of 52.225-3.

- (iv) Alternate III (Nov 2012) of 52.225-3.
- (41) 52.225-5, Trade Agreements (NOV 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- X (42) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- X (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- X (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- (48) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- (49) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).
- (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- X (51)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).
- (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 351, et seq.).
- (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, et seq.).
- (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).
- (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).
- (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

X (ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

____ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JUL 2012).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

__X__(52) – 52.249-4 Termination for convenience of the government (Services) (Short Form) April 1994

X (53) – 52.249-8 Default (Fixed- price supply and service) April 1994

(End of clause)

ADDENDUM TO CONTRACT CLAUSES
FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12

H. 2. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://acquisition.gov/far/index.html/> or <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. IF the FAR is not available at the locations indicated above, use of a network "search engine" (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current Far clauses.

The following Federal Acquisition Regulation clauses are incorporated by reference:

<u>Clause</u>	<u>Title and Date</u>
52.225-14	Inconsistency Between English Version and Translation of Contract (FEB 2000)
52.228-5	Insurance - Work on a Government Installation (JAN 1997)

The following FAR clauses are included in full text:

52.217-8 Option to Extend Services (NOV 1999) (if order is for services and contains options)

" Reserved"

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR. (APR 1984)

Funds are not presently available for performance under this contract beyond []. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond [], until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

THE FOLLOWING DOSAR CLAUSES ARE PROVIDED IN FULL TEXT:

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

H.3. 652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE)
(AUG 1999)

(a) General. The American Embassy Kathmandu shall pay the contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract. The advance payment is not authorized as per Federal Acquisition (FAR)

(b) Invoice Submission. The contractor shall submit invoices in an original and one copies to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

**Financial Management Officer
American Embassy Kathmandu
Maharajgunj, Brahma Cottage,
Narayan Gopal Sadak,
Kathmandu, Nepal**

The contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

(c) Contractor Remittance Address. The American Embassy Kathmandu will make payment to the contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:

(d) Provision on Value Added Tax (VAT): Any property of funds introduced into or acquired in Nepal by the U.S. Embassy Kathmandu or by any person or entity (including but not limited to contractors and grantees) funded by the U.S. Embassy Kathmandu as part of, or in conjunction with the Letter of Agreement (LOA) shall be exempt from all taxes, service charges and investment or deposit requirements and currency control in Nepal as per the respective laws of Govt. of Nepal (GON). The import, export, purchase, acquisition, use or disposition of any such property of funds in conjunction with the LOA shall be exempt from all tariffs, customs duties, import and export taxes, taxes on acquisition or purchases or disposition, value-added taxes and any other taxes or similar charges in Nepal.

H.4. 652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED (AUG 1999)

(a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:

(1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;

(2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;

(3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;

(4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;

(5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,

(6) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.

(b) Under Section 8(a), the following types of activities are not forbidden ``compliance with the boycott," and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:

(1) Complying or agreeing to comply with requirements:

(i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,

(ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;

(2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;

(3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;

(4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;

(5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,

(6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

H.5. 52.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

- (1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
- (2) That it has obtained all necessary licenses and permits required to perform this contract; and,
- (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

H.6. 652.243-70 NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the contracting officer.

H.7. 652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

Regulations at 22 CFR Part 136 require that U.S. Embassy Kathmandu employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the U.S. Embassy Kathmandu, the contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

H.8. 652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004):

(a) The Department of State observes the following days as holidays:

	Date	Day	Event
(A)	January 01, 2015	Thursday	New Year's Day
(A)	January 19, 2015	Monday	Birthday of Martin Luther King Jr.
(A)	February 16, 2015	Monday	President's Day
(N)	March 05, 2015	Thursday	Holi Purnima
(N)	April 14, 2015	Tuesday	Nepali New Year
(N)	May 4, 2015	Monday	Buddha Jayanti
(A)	May 25, 2015	Monday	Memorial Day
(N)	May 29, 2015	Friday	Ganatantra Diwas
(A)	July 3, 2015	Friday	Independence Day
(A)	September 7, 2015	Monday	Labor Day
(A)	October 12, 2015	Monday	Columbus Day
(N)	October 13, 2015	Tuesday	Ghatasthapana (Dashain)
(N)	October 21, 2015	Wednesday	Astami (Dashain)
(N)	October 22, 2015	Thursday	Nawami (Dashain)
(N)	October 23, 2015	Friday	Dashami (Dashain)
(A)	November 11, 2015	Wednesday	Veterans Day
(N)	November 12, 2015	Thursday	Gobhardan Puja (Tihar)
(N)	November 13, 2015	Friday	Bhai Tika (Tihar)
(A)	November 26, 2015	Thursday	Thanksgiving Day
(A)	December 25, 2015	Friday	Christmas Day

Note: (A) = American Holiday
(N) = Nepali Holiday

- (a) In some instances any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in thin contract.

Section -I. QUOTATION INFORMATION

I.1 QUALIFICATIONS OF OFFERORS

Offerors/quoters must be technically qualified and financially responsible to perform the work described in this solicitation. At a minimum, each Offeror/Quoter must meet the following requirements:

- (1) Be able to understand written and spoken English;
- (2) Have an established business with a permanent address and telephone listing;
- (3) Be able to demonstrate prior experience with suitable references;
- (4) Have the necessary personnel, equipment and financial resources available to perform the work;
- (5) Have all licenses and permits required by local law;
- (6) Meet all local insurance requirements;
- (7) Have no adverse criminal record; and
- (8) Have no political or business affiliation which could be considered contrary to the interests of the United States.

I.2. SUBMISSION OF QUOTATIONS

This solicitation is for the performance of the video services described in the SCOPE OF WORK, and the Attachments which are a part of this request for quotation.

Each quotation must consist of the following:

<u>Volume</u>	<u>Title</u>	<u>No. of Copies*</u>
I. Standard Form 1449		<u>1</u>
II. Proposal to include past performance.		<u>1</u>
III. Work completion schedule within 90 days.		<u>1</u>

- (a) Submit the complete quotation to the address indicated on Standard Form 1449.
- (b) The Offeror/Quoter shall identify and explain/justify any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this request for quotation in the appropriate volume of the offer.
- (c) Present the performance schedule in the form of a "bar chart" indicating when the various portions of the work will be commenced and completed within the required schedule. This bar chart shall be in sufficient detail to clearly show each segregable portion of work and its planned commencement and completion date.

I.3 Experience and Past Performance - List all contracts and subcontracts your company has held over the past three years for the same or similar work. Provide the following information

for each contract and subcontract:

- (1) Customer's name, address, and telephone numbers of customer's lead contract and technical personnel;
- (2) Contract number and type;
- (3) Date of the contract award place(s) of performance, and completion dates; Contract dollar value;
- (4) Brief description of the work, including responsibilities; and
- (5) Any litigation currently in process or occurring within last 5 years.

I.4. MAGNITUDE OF PROJECT “RESERVE”

It is anticipated that the range in price of this contract will be NRs. _____ – NRs _____.

I.5. LATE QUOTATIONS.

Late quotations shall be handled in accordance with FAR

I.6. 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at:

<http://acquisition.gov/far/index.html/> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use of an Internet "search engine" (such as, Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR.
<http://www.statebuy.state.gov>

I.7 FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004), which is incorporated by reference into this solicitation.

I.8 THE FOLLOWING DOSAR PROVISION IS PROVIDED IN FULL TEXT: “Reserved”

I9 “RESEVED”

Section J- ATTACHMENT

1. Statement of Work (SOW)

Section - K. EVALUATION CRITERIA

Award will be made to the lowest priced, acceptable, responsible quoter. The U.S. Embassy Kathmandu reserves the right to reject quotations that are unreasonably low or high in price.

The U.S. Embassy Kathmandu will determine acceptability by assessing the offeror's compliance with the terms of the RFQ. The U.S. Embassy Kathmandu will determine responsibility by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1, including:

- information demonstrating the quoter's understating of the Scope of Work (SOW).
- evidence that the contractor shows how they will arrive at the requested product.
- evidence that the quoter demonstrate prior experience with relevant past performance information and reference;
- ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- necessary equipment and facilities or the ability to obtain them; and
- be otherwise qualified and eligible to receive an award under applicable laws and regulations.
- evidence that the quoter has all licenses and permits as required by local law
- Completion schedule.
- The proposal addresses how the product will impact and reach the Nepali audience.

**SECTION L - REPRESENTATIONS, CERTIFICATIONS AND OTHER
STATEMENTS OF OFFERORS OR QUOTERS**

L.1 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent", as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Value Added Tax (VAT)", as used in this provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns. The VAT may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 USC 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The VAT may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 USC 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the VAT provided hereunder may be matched with IRS records to verify the accuracy of the offeror's VAT.

(d) Value Added Tax (VAT) Number.

____ VAT has been applied for.

____ VAT is not required because:

____ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

____ Offeror is an agency or instrumentality of a foreign government;

____ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of Organization.

____ Sole Proprietorship;

____ Partnership:

____ Corporate Entity (not tax exempt);

____ Corporate Entity (tax exempt);

____ Government entity (Federal, State, or local);

____ Foreign government;

____ International organization per 26 CFR 1.6049-4;

____ Other _____

(f) Common Parent.

____ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

____ Name and TIN of common parent;

Name _____

TIN _____
(End of provision)

L.2 52.204-6 CONTRACTOR IDENTIFICATION NUMBER -DATA UNIVERSAL
NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

52.204-6 Contractor Identification Number -- Data Universal Numbering
System
(DUNS) Number (ARP 2008)

General Instructions for Registering in DUNS / SAM

If you have not previously registered in **DUNS or SAM**, read all instructions below before you register in these systems.

IMPORTANT FACTS

1. All organization/entity information **MUST BE IDENTICAL IN BOTH DUNS and SAM**.
 - ☐ You cannot enter one address for DUNS and then a different address for SAM. This will cause a system error and result in significant delays.
 - ☐ You cannot have unequal spacing between words in the primary contact information fields. Be very precise when entering all data.
2. Certain internet browsers work better than others for navigating the SAM system. If you have technical difficulties, read "Browser Settings for Optimal Use of SAM":
<https://inside.fws.gov/media/FinancialAssistance/Documents/Browser%20Use%20of%20SAM.pdf>
3. Obtaining a CAGE or NCAGE code is an important first step in this process. Please scroll to the "Definitions" section below for further information.
4. For SAM Customer Service, contact:
 - ☐ Federal Service Desk: www.fsd.gov
 - ☐ US Calls: 1-866-606-8220
 - ☐ International Calls: 334-206-7828
 - ☐ You may also contact your DIC point of contact
5. There is no registration fee for DUNS or SAM for any organization that is a (or is applying for) financial assistance recipient of the US government, including contracts, grants, and cooperative agreements.

There are businesses that will assist in registration for a fee, but you are not required to make payment to

any DUNS representatives for purposes of contracts, grants, or cooperative agreements.

SAM INSTRUCTIONS TO READ PRIOR TO REGISTRATION

1. Go to www.sam.gov
2. Click on the "Help" Tab.
3. Click on the "FAQs" Tab, read the "SAM User Help" information.
4. Click on the "User Guides" tab, then the "Quick User Guides" tab below.
5. Read the "Quick Start Guide for Entities Interested in Being Eligible for Grants."
https://www.sam.gov/sam/transcript/Quick_Guide_for_Grants_Registrations.pdf
6. Click on "Full User Guide" and download full instructions for completing SAM registration.

This guide contains step-by-step screen shots to assist in the registration process.

7. Also under the "User Guides" tab are "Demonstration Videos:"

- ☐ SAM Overview Video
- ☐ Register a New Entity in SAM to be Eligible for Grants and Other Federal Assistance
- ☐ Migrating Your Legacy System Roles

8. For SAM frequently asked questions (FAQs), go to: <https://www.sam.gov/portal/public/SAM/>

9. Once you have read through the formal instructions on the SAM website, you can use the instructions

below for basic reference when entering SAM organizational information.

10. If you are awaiting an assistance award from DIC, please email your Grant Specialist once you have

completed SAM registration.

BASIC INSTRUCTIONS FOR COMPLETING SAM ENTITY REGISTRATION

1. First, complete DUNS registration for your organization. See below for DUNS information.

2. Create a Personal Account and Login

3. Click "Register New Entity" under "Manage Entity" on your "My SAM" page

4. Select your Entity type

5. Select "NO" to "Do you wish to bid on contracts?"

6. Select "YES" to "Do you want to be eligible for grants and other federal assistance?"

7. Complete "Core Data"

- ☐ Validate your DUNS
- ☐ Enter Business Information
- ☐ Enter CAGE code if you have one. If not, one will be assigned to you after you have completed your

registration. Non-domestic registrants must enter NCAGE code.

- ☐ Enter General Information (business type, etc.)
- ☐ Financial Info (EFT)
- ☐ Proceedings detail

8. Complete "Point of Contact"

9. The entity's registration should be active in 3-5 business days (10 business days for manual validations.)

DEFINITIONS

DUNS Number

Dun & Bradstreet (D&B) provides a DUNS Number (a unique nine-digit identification number) for each

physical location of your business. DUNS Number assignment is FREE for all businesses required to register

with the US Federal government for contracts or grants.

If your organization does not have a valid DUNS number, you must request one using one of the methods

below. Regardless of the method used, requesting the DUNS number for the first time is free of charge. Please

be aware that requesting and renewing a DUNS number may take up to 30 business days.

- ☐ Via the DUNS website at <http://fedgov.dnb.com/webform>

o The DUNS website has information available in English only. Requesting a DUNS number is free of charge.

☐ Via an international DUNS office:

<http://www.dandb.com/international/>

http://www.dnblatam.com/DUNSRequest/ESP_Contacts.asp

If your organization already has a DUNS number, please verify that it is valid. The DUNS number must be

renewed on an annual basis by either of the two methods below:

☐ Directly through the DUNS website. No fee is charged.

- Contacting the international DUNS office in your country. A fee is charged depending on locality

and urgency of request. Contact information can be found here:

<http://www.dandb.com/international/>

http://www.dnblatam.com/DUNSRequest/ESP_Contacts.asp

CAGE and NCAGE Code in SAM

The Commercial And Government Entity (CAGE) Code is a five-character ID number used extensively within

the U.S. federal government, assigned by the Department of Defense's Defense Logistics Agency (DLA). The

CAGE code provides a standardized method of identifying a given facility at a specific location.

CAGE codes

for entities located outside the United States are called NATO Commercial and Government Entity (NCAGE)

codes. NCAGE codes are assigned internationally as part of the NATO Codification System (NCS), and are

required for all foreign entities or the registration will be considered incomplete.

A CAGE code or NCAGE code will be automatically assigned to you as a part of your entity's registration in

SAM. NCAGE is required for all foreign entities or the registration will be considered incomplete. Information

on how to obtain NCAGE codes may be found at

http://www.dlis.dla.mil/Forms/Form_AC135.asp.

The DLA is the government agency responsible for administering CAGE codes. You should email or call the

DLA Customer Interaction Center to clarify the error. Agents are available 24 hours a day, 7 days a week,

including holidays. Once the error is cleared then you can go back in SAM and resubmit your registration.

☐ Toll Free: 1-877-352-2255

☐ Commercial: 1-269-961-7766

☐ Email: dlacontactcenter@dlamail

To research or cross reference what is registered on a recipient's CAGE or NCAGE code account you can visit

the DLA's website (http://www.logisticsinformationservice.dla.mil/BINCS/begin_search.aspx) and search by

"DUNS" or the "Name" of the entity to see CAGE or NCAGE code registration information.

SWIFT Code

SWIFT code is a standard format of Bank Identifier Codes (BIC) and it is a unique identification code for a particular bank. These codes are used when transferring money between banks, particularly for international

wire transfers. Banks also used the codes for exchanging other messages between them. The SWIFT code

consists of 8 or 11 characters. When 8-digits code is given, it refers to the primary office.

- ☐ First 4 characters - bank code (only letters)

- ☐ Next 2 characters - ISO 3166-1 alpha-2 country code (only letters)

- ☐ Next 2 characters - location code (letters and digits) (passive participant will have "1" in the second character)

- ☐ Last 3 characters - branch code, optional ('XXX' for primary office) (letters and digits)

Currently, there are over 7,500 "live" SWIFT codes. The "live" codes are for the partners who are actively

connected to the SWIFT network. On top of that, there are more than 10,000 additional codes, which are used

for manual transactions. These additional codes are for the passive participants. The registrations of SWIFT

Codes are handled by Society for Worldwide Interbank Financial Telecommunication

("SWIFT") and their

headquarters is located in La Hulpe, Belgium.

NAICS

The North American Industry Classification System (NAICS) is the standard used by Federal statistical

agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing

statistical data related to the U.S. business economy. **You DO NOT need a NAICS code if you are a nongovernmental**

organization applying for a grant.

L.3 52.204-8 Annual Representations and Certifications. (FEB 2009)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is N/A.

(2) The small business size standard is N/A.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

[] (i) Paragraph (d) applies.

[] (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination Reserved

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$100,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). Reserved

(v) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vi) 52.214-14, Place of Performance—Sealed Bidding Reserved.

(vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(viii) – (xii). Reserved

(xiii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xiv) 52.223-4, Recovered Material Certification This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvi) 52.225-4, Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.

(xvii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification.

(xix) Reserved

(D) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below . These amended representation(s) and/or certification(s) are also

incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Clause)

L.4. 52.225-18 Place of Manufacture (Sept 2006)

(a) *Definitions.* As used in this clause—

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the U.S. Embassy Kathmandu. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

- (1) o In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
- (2) o Outside the United States.

L.5 AUTHORIZED CONTRACT ADMINISTRATOR

If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the offeror's representative for Contract Administration, which includes all matters pertaining to payments.

Name: _____
Address: _____
Telephone Number: _____

L.6 652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES (JUN 2006) : “Reserved”

ATTACHMENT # 1



Consular Section

SCOPE OF WORK

DATE: September 17, 2015

PROJECT: Airing Radio PSA all over Nepal during fall and airing TV PSA in local Television.

LOCATION: US Embassy, Maharajung

Embassy of The United States of America, Maharajung, Kathmandu, Nepal requests a proposal for the project as described below.

1. PROJECT DESCRIPTION

Airing an old RADIO PSA piece
Airing of PSA on Television

REQUIREMENT

Airing an old RADIO PSA piece
Airing of PSA on Television
All required material for this job will be supplied by contractor.
Quality and best piece

2. PROJECT SCHEDULE

Contractor should provide proposed work schedule and time frame to Embassy during submission within September 22, 2015.

Airing an old RADIO PSA piece
Airing of PSA on Television

3. CONTENT OF PROPOSAL FROM CONTRACTORS:

a) Provide cost for all the Work Specified in Project description

- b) Should play the audio piece every day and TV piece on alternate days for a month of October.

4. SELECTION CRITERIA

- a) Contractors will be selected based upon their prior work experiences, cost estimates, availability of sufficient technical personnel to manage special project.
- b) Total spots which air out the audio piece and TV piece each day and number of radio stations and TV stations.

5. PAYMENT PROCESS

- a) Contractors will be paid after their works gets completed on time. US government will not provide advance payment.
- b) Payment will be made 3-4 weeks after the submission of the audio piece. VAT shall be charged as applicable.

6. GENERAL SPECIFICATION OF WORKS:

Once contractor receives and accepts awarded contract, contractor will furnish following details within seven (7) days from issue of signed contract:

- a) Detailed of airing schedule with different radio spots.
- b) List of names of all station, which air out the piece.
- c) Details of airing schedule for TV channel and number of spots.
- d) Contractor must ensure the piece has been played or not, personally, and prepare technical specifications for different type of TV channel and radio spots.
- e) Contractor shall be responsible for removal of the piece before the given date.

7. MILESTONES

Approval of Contractor Work Plan by Laurence Kent Jones